

1 BILL NO. S-85-02-*23*

2 SPECIAL ORDINANCE NO. S-*29-85*

3 AN ORDINANCE approving the Contract  
4 for Res. #1032-84 - Ludwig Park Drive  
5 Water Main, by and between the City  
of Fort Wayne, Indiana and Scheidleman  
6 Excavating, Inc., in connection with the  
Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

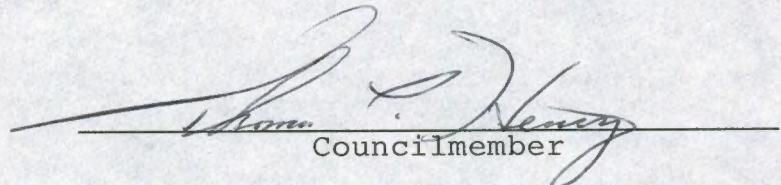
9 SECTION 1. That the annexed Contract for Res. #1032-84 -  
10 Ludwig Park Drive Water Main, made a part hereof, by the City of  
11 Fort Wayne by and through its Board of Public Works and Safety  
12 and Scheidleman Excavating, Inc., is hereby ratified and affirmed  
13 and approved in all respects. The work under said Contract requires:

14 construction of a system of water mains,  
15 intended and adopted for local use by  
the property holders in the tract to be  
improved and also the requirements of  
16 other real estate to be served with ex-  
tensions, be and the same is hereby or-  
dered in and along Ludwig Park Drive  
from an existing 24" water main on Lima  
17 Road eastward to east line of Lot 45,  
Ludwig Park Addition;

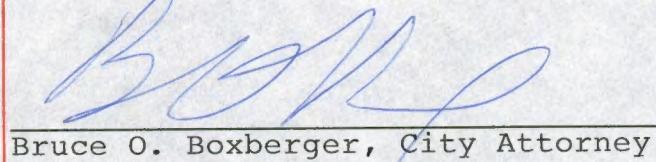
18 the Contract price is Seventeen Thousand Eight Hundred Thirty-Two  
19 and 44/100 Dollars (\$17,832.44).

20 SECTION 2. Two (2) copies of the Contract, attached  
21 hereto, are on file with the City Clerk, and are available for  
22 public inspection.

23 SECTION 3. That this Ordinance shall be in full force  
24 and effect from and after its passage and any and all necessary  
25 approval by the Mayor.

26   
John P. Henry  
27 Councilmember

28 APPROVED AS TO FORM  
29 AND LEGALITY

30   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on , the 19 day of  o'clock .M., E.S.

DATE: 2-26-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Goschuk, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>—</u>	<u>—</u>	<u>2</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 3-12-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-29-85  
on the 12th day of March, 1985,

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 13th day of March, 1985,  
at the hour of 11:00 o'clock A.M., E.S.T.,

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of March,  
1985, at the hour of 8:30 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

BARRETT LAW CONTRACT

(REVOLVING FUND)

RESOLUTION NO. 1032-84

BOARD ORDER NO. 128-84

WORK ORDER NO. 63691

THIS CONTRACT, made and entered into in triplicate this 20<sup>th</sup> day of  
Feb, 19 85, by and between SCHEIDLEMAN  
EXCAVATING, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE,  
INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor  
and the Board of Public Works and Safety, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

A six inch water main in and along Ludwig Park Drive from an existing 24" water main on Lima Road, eastward to the east line of Lot 45, Ludwig Park Addition,

all according to Fort Water Utility Drawing No. Y-10590, Sheets 1 thru 3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the Contract, the sum of Seventeen Thousand, Eight Hundred Thirty-Two Dollars and Forty-Four Cents (\$17,832.44). In the event the amount of work is increased or decreased by Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor. Payment for work performed under this Contract shall be made by the City Controller from funds on hand in the "Barrett Law Revolving Fund" after approval by the Board of Public Works.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (REVOLVING BARRETT LAW FUND)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc. are to be financed through assessments to the benefited property owners and to the Fort Wayne Water Utility.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works, which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness for the Owner to retain sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted.

When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana, rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 1032-84.
- b. Instructions to Bidders for Resolution No. 1032-84.
- c. Contractor's Proposal Dated January 30, 1985.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10590, Sheets 1 thru 3.
- e. Supplemental Specifications for Resolution No. 1032-84.
- f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workmen's Compensation Act (I. C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale.
- k. Performance and Guaranty Bond.
- l. Minority/Female Employment Requirements Option

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 30 consecutive calendar days after having been ordered by the Owner to commence work under this Contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SCHEIDLEMAN EXCAVATING, INC.

By: Karen Scheidleman Sec.-Treas.  
KAREN SCHEIDLEMAN, SEC.-TREAS.

By: Carol Cicero  
CAROL CICERO, ASSISTANT SEC.

CITY OF FORT WAYNE, INDIANA

By: Win Moses Jr.  
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester  
DAVID J. KIESTER  
DIRECTOR OF PUBLIC WORKS  
Cosette R. Simon  
COSETTE R. SIMON  
DIRECTOR OF ADMINISTRATION AND FINANCE

LAWRENCE D. CONSALVOS  
DIRECTOR OF PUBLIC SAFETY

APPROVED AS TO FORM AND LEGALITY:

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE ON \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 19 \_\_\_\_\_.  
SPECIAL ORDINANCE NO. \_\_\_\_\_.

CITY OF FORT WAYNE, INDIANA  
IMPROVEMENT TO FORT WAYNE WATER UTILITY  
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Scheidleman Excavating, Inc.  
(Contractor or Developer) as Principal, and the Transamerica Premier  
(Insurance Company), a corporation organized under the laws of the State of  
California (State and Date), and duly authorized to transact  
business in the State of Indiana, as Surety, are held firmly bound unto the City  
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$17,832.44  
(SEVENTEEN THOUSAND, EIGHT HUNDRED THIRTY TWO AND 44/100)  
(value of work) for the payment whereof well and truly to be made, the Principal  
and the Surety bind themselves, their heirs, executors, administrators, succe-  
sors and assigns, jointly and severally, firmly by those present. The condition  
of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied  
for authority to construct or cause to be constructed, a water main to become  
part of the City's water distribution system, which said water main is to be  
built and constructed according to plans and specifications prepared by or  
approved by City and known as the Ludwig Park Drive Water Main Extension; and  
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main  
provides:

1. That said water main shall be completed according to said plans and speci-  
fications, and warrant and guarantee all work, material, conditions of the  
water main for a period of one (1) year from the date of final acceptance  
in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice; and,
4. To agree to maintain said water main for a period of one (1) year following  
written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

Scheidleman Excavating, Inc.

(Contractor or Developer)

ATTEST:

M. Carol Cicero  
M. Carol Cicero

BY: Karen Scheidleman  
(Name) Karen Scheidleman

Assistant Secretary

Secretary-Treasurer

(Title)

(Title)

TRANSAMERICA PREMIER INSURANCE CO.

(Insurance Company) Surety

\*BY: Judith A. Hope  
Judith A. Hope/Attorney-in-fact  
Authorized Agent

\*If signed by an agent,  
power of attorney must be attached

**RECEIVED**

FEB 21 1985

FORT WAYNE WATER UTILITY  
ENGINEERING DEPT.

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Karen Scheidleman, Secretary-Treasurer  
(name) (title)

and \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of Scheidleman Excavating, Inc. and  
(company)

Attorney in Fact, for said \_\_\_\_\_  
as surety, with both of whom I am personally acquainted, and acknowledged that  
they subscribed their signatures to the above and foregoing bond, in their  
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 5<sup>th</sup> day of February,  
19 85.

M. Cawell Cawell  
Notary Public

Resident of Allen County, IN.

My Commission Expires:

10/27/88

**RECEIVED**

FEB 21 1985

Page 27

MICHIGAN  
STATE OF ~~XXXXXX~~:

SS:

COUNTY OF ~~ADDEX~~  
KALAMAZOO

BEFORE ME, a Notary Public, in and for said State, personally appeared

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

and Judith A. Hope, Attorney-in-fact

(name)

(title)

of Transamerica Premier Insurance Company and  
(company)

Attorney in Fact, for said Transamerica Premier Insurance Company  
as surety, with both of whom I am personally acquainted, and acknowledged that  
they subscribed their signatures to the above and foregoing bond, in their  
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 13th day of February,  
19 85.

Dolores L. De Shong  
Notary Public

Resident of Kalamazoo County, ~~XX~~. MI

My Commission Expires:

11-14-88

**RECEIVED**

FEB 21 1985

FORT WAYNE WATER UTILITY  
ENGINEERING DEPT.

GPA No 0162

Power of Attorney valid only if numbered in red.

General Power of Attorney

Know All Men by These Presents, That Transamerica Premier Insurance Company, a corporation duly organized and existing under the laws of the State of California, and having its administrative office in Irvine, Orange County, California, does by these presents make, constitute and appoint \_\_\_\_\_

JUDITH HOPE

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY \$500,000.00

OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00

ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00

"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE  
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1986"

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company, at a meeting held on the 12th day of June, 1984.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity, consents of surety and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 27th day of

September, A.D. 19 84

TRANSAMERICA PREMIER INSURANCE COMPANY

By

State of California

County of Orange

On this 27th

day of September

, in the year 1984

Joan Eaglen

Jack M. Trapp

executed the within instrument as President

, before me , a notary public, personally appeared , personally known to me to be the person who , on behalf of the corporation therein named and

acknowledged to me that the corporation executed it.



Notary Public

I, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company at a meeting duly called and held on the 12th of June, 1984, and that said resolution has not been amended or repealed:

"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, this 13th day of February

19 85

THIS POWER OF ATTORNEY EFFECTIVE ONLY IF

ATTACHED TO BOND NO. TPI 611075

Secretary

BILL NO. S-85-02-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

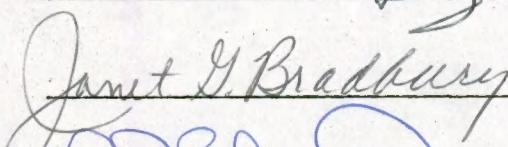
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract for  
Res. #1032-84 - Ludwig Park Drive WAtter Main, by and between the City  
of Fort Wayne, Indiana Scheidleman Excavating, Inc., in connection with  
the Board of Public Works and Safety

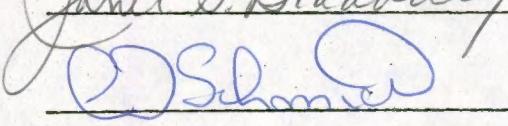
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

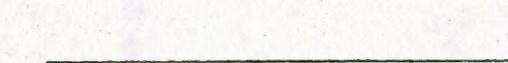
YES

NO

  
THOMAS C. HENRY  
CHAIRMAN

  
JANET G. BRADBURY  
VICE CHAIRWOMAN

  
DONALD J. SCHMIDT

  
JAMES S. STIER

  
CHARLES B. REDD

CONCURRED IN 3-12-85

SANDRA E. KENNEDY  
CITY CLERK

0724

Admn. Appr.

TITLE OF ORDINANCE Contract for Res. #1032-84 - Ludwig Park Drive Water Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works And Safety

J-85-02-23

SYNOPSIS OF ORDINANCE The Contract for Res. #1032-84, Ludwig Park Drive Water Main

is for the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along Ludwig Park Drive from an existing 24" water main on Lima Road eastward to east line of Lot 45, Ludwig Park Addition. Scheidleman Excavating, Inc., is the contractor.

EFFECT OF PASSAGE Improved water conditions is Ludwig Park Addition.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$17,832.44

ASSIGNED TO COMMITTEE